

To: Honorable Robert D. Drain
United States Bankruptcy Judge – Southern District of NY

From: Philip Metz

Re: Docket Number 05-44481

Judge Drain,

I am writing you in response to the Master Disposition Agreement of June 1st, 2009. Specifically, I wish to strenuously object to Article 9.5.11, pertaining to severance agreement terminations. I entered into a severance agreement with Delphi on February of 2009 with the explicit understanding that this would be a legally binding contract between the company and myself.

Important, and life changing, financial decisions were made on my part and rights were waived (via The Release of Claims) based on my belief that this agreement, signed while Delphi was in bankruptcy, would be a valid, binding and legal contract, not a provided benefit that could be dismissed at one parties discretion.

I would request that you subject this article to a rigorous review before approving such a short term, low cost liability for the company which could significantly affect many former employees.

Thank you for your time,
Philip Metz